REMARKS

Claims 1-62 are pending in the Application.

Claims 1-62 stand rejected.

Claim 54 is hereby canceled.

Applicants appreciate the Examiner's time in discussing this Application over the phone on August 14, 2003. Though no agreement was reached, Applicants believe it was helpful in explaining the inventions and cited prior art to the Examiner.

I.   DRAWINGS AND SPECIFICATION

The drawings and specification have been objected to, where the Examiner has asserted that the first, second and third terminals, the server and the scanner must be shown in the drawings or the features canceled from the claims. The Examiner has also asserted that there is no indication in the Specification as to which entities represent the various terminals claimed. In response, Applicants respectfully traverse these rejections. The present invention is described with respect to FIGURES 1 and 3. On page 16 of the Specification, lines 1-3, it is described how this invention can be implemented over a network, such as the Internet, using computers, routers, servers, etc., and that each of these components comprises a data processing system in a manner as illustrated in FIGURE 2. Thus, Applicants respectfully assert that the first, second, and third terminals, and the server recited within the claims, are more than adequately supported within the drawings.

Furthermore, since such computers, routers, servers, etc. can be generically referred to as "terminals," the use of this term within the claims is appropriate and thus supported within the Specification.

With respect to the scanner recited in claim 54, Applicants have cancelled claim 54.

II.   REJECTIONS UNDER 35 U.S.C. § 112

Claim 54 is rejected under § 112. In response, Applicants have cancelled claim 54.

III.   REJECTIONS UNDER 35 U.S.C. § 102

Claims 1, 4, 6-10, 13, 15-20, 22-23, 27-34, 38-45, 51-53, 55, 59 and 61-62 stand rejected under 35 U.S.C. § 102(e) as being anticipated by *Pool et al.* (U.S. Patent No. 6,460,020). In response, Applicants respectfully traverse these rejections. As the Examiner is well aware, for a claim to be anticipated under § 102, each and every element of the claim must be found within the cited prior art reference.

Claim 1 recites the transferring of the invoice data from the first terminal from the server hosting a database of product identifiers and tariff classification information particular to each of the product identifiers. In rejecting such claim as being anticipated by *Pool*, the Examiner has merely asserted that this step reads on the selection of the customer being transmitted to the processing center/first database/system operator, cited in column 4, lines 20-31 of *Pool*. All this language cited in *Pool* states is that the flowchart of Fig. 1 provides the interactions for the customer, including databases owned by the system operator controlling the transaction system of the present invention, as well as external databases. This language alone is insufficient to support the Examiner's assertion that the transferring step of claim 1 is anticipated. Second, the processing center/first database/system operator does not host a database of product identifiers and tariff classification information particular to each of the product identifiers, and the Examiner will find it impossible to find such a recitation within *Pool*. Thus, the customer being transmitted to the processing center/first database/system operator, as asserted by the Examiner, does not anticipate the transferring step in claim 1. Third, all

16

the Examiner asserts is that the customer is sent to the processing center/first database/system operator. This does not teach that <u>invoice data</u> is transferred. Fourth, <u>nowhere</u> within *Pool* is it taught or suggested to host a database of product identifiers and tariff classification information <u>particular to each of the product identifiers</u>. Fifth, the closest that *Pool* comes to disclosing such a database is the third database described in column 6, line 54-column 7, line 5. However, this third database merely is a lookup table of harmonized international tariff tables and classification system. This third database does not contain product identifiers and tariff classification information particular to each of the product identifiers. As a result of the foregoing, *Pool* does not anticipate the transferring step of claim 1.

The "matching" step is not taught within *Pool*, since the third database in *Pool* lists commodity codes pertaining to product <u>types</u>, such as shown in the website at URL http:\\www.hmce.gov.uk\business\importing\classifying\faqs.htm attached hereto, and does not disclose what is recited in claim 1 where a product identifier is entered into the database where a matching process outputs the tariff classification information as a result. In other words, under the assumption the Examiner has made that the commodity code in *Pool* is the same as the product identifier recited in claim 1, inputting the product identifier into the third database in *Pool* would be the same as inputting the commodity code into the third database in *Pool*, but that is not how the third database operates. The third database in *Pool* operates by permitting <u>the user</u> to find the commodity code using a general description of the product <u>type</u>. Conversely, the present invention operates by inputting a specific product id into a database having tariff classification information and outputting a tariff classification matched to the particular product identifier inputted into the database. In summary, under the Examiner's interpretation of claim 1, there would be no reason to perform the matching and outputting steps, since the commodity code is already known, if it is to be assumed that the commodity code is the same as the product

identifier. As a result, *Pool* does not teach the process recited in claim 1 in the same manner in which the invention is recited in claim 1.

Yet still further, as a result of the foregoing, the outputting step in claim 1 is not taught in *Pool*, since *Pool* will not produce a data record that includes the tariff classification information associated with the product identifier identifying the product.

With respect to claim 8, the Examiner has admitted that *Pool* does not specifically teach updating the database from a third terminal coupled to the network. Instead, the Examiner has asserted that updating a database in order for the information to stay current is considered inherent to any system that depends on ever changing data. Applicants respectfully traverse this inherency argument by the Examiner, thus requiring the Examiner to provide objective evidence in support of such an assertion. The fact that a certain result or characteristic <u>may</u> occur or be present in the prior art is not sufficient to establish the inherency of that result or characteristic. MPEP § 2112. In relying upon the theory of inherency, the Examiner must provide a basis in fact and/or technical reasoning to reasonably support the determination that the allegedly inherent characteristic <u>necessarily</u> flows from the teachings of the applied prior art. *Id.*

With respect to claims 9 and 18, the Examiner has cited column 12, lines 22-37. However, Applicants respectfully assert that this language is insufficient to anticipate the recitations in these claims. Claims 9 and 18 refer to the recording of the results of the matching process, which matches the product identifier identifying the product to the product identifiers in the database. In the rejections of claims 1 and 10, the Examiner has asserted that this process is performed with respect to the third database, which is discussed in the last paragraph of column 6. Nowhere within this language in *Pool* is it taught or disclosed to record the results of such matching processes. The language cited by the Examiner from column 12 in *Pool* has nothing to do with this third database that contains the lookup tables of the harmonized international tariff tables and classification

system. As a result, *Pool* does not teach or suggest the limitation specifically recited within claims 9 and 18.

With respect to claim 10, the Examiner in Paper No. 16 has finally addressed these "means plus function" limitations as required under MPEP § 2181. However, the Examiner has completely ignored the vast majority of the limitations within claim 10, but instead has mostly focused the attention at the first three words within each limitation.

With respect to the means for inputting limitations, the Examiner has merely directed the rejection towards these three words by asserting that the means for inputting reads on an inherent keyboard/mouse or other well-known input device. However, the Examiner has ignored the remainder of that limitation that recites that the means for inputting inputs invoice data associated with an import/export transaction at a first terminal coupled to the network, wherein the invoice data includes a product identifier identifying a product to be transported in the import/export transaction. For this reason alone, the Examiner has failed to prove a *prima facie* case of anticipation.

With respect for the means for transferring limitation in claim 10, the Examiner has merely asserted that this reads on the Internet connection between the customer's computer (first terminal) and the processing center/first database/system operator disclosed in *Pool*. Again, the Examiner has ignored the remainder of this claim limitation which recites that the invoice data is transferred from the first terminal to a server hosting a database of product identifiers and tariff classification information particular to each of the product identifiers. For this reason alone, the Examiner has failed to prove a *prima facie* case of anticipation in rejecting claim 10. The Examiner has not specifically looked at the support within the present specification for this claim limitation when attempting to compare it to the teachings of *Pool*.

With respect to the means for matching limitation of claim 10, the Examiner has merely asserted that this reads on the computer program used to correspond the product

selected by the customer to the commodity codes of the third database. The problem with this assertion by the Examiner is that it is a mischaracterization of the teachings of *Pool*, which does not disclose a computer program that corresponds to the product selected by the customer to the commodity codes of the third database. As asserted above, the third database is merely a <u>lookup table</u> used by the user to find the commodity code that applies to the product <u>type</u> to be purchased by the user. There is no computer program that performs this function as disclosed in *Pool*.

With respect to the means for outputting limitation, the Examiner has merely asserted that this reads on a display/printer/e-mail of *Pool*. Again, the Examiner has failed to address the remaining language within this claim limitation, and thus the Examiner has failed to prove a *prima facie* case of anticipation in rejecting claim 10. In other words, the Examiner has ignored the language within this limitation in claim 10 that a data record is output in response to the matching of the product identifiers in the database, wherein the data record includes tariff classification information associated with the product identifiers identifying the product.

Claim 17 is patentable for the same reasons as given above with respect to claim 8.

With respect to claim 19, the Examiner's reasoning in producing the rejection is in error. The Examiner asserts that the server recited in claim 19 reads on the website described in column 3, lines 41-44. This is not possible. The invention described in *Pool* involves a customer accessing a website that runs the international transaction program described in *Pool*. Column 3, lines 40-42. This program accesses the third database to arrive at a commodity code as described in column 6, lines 51-67.

In conjunction with the server, this server running the international transaction program does not reside on the same server as the one containing the third database. In fact, *Pool* specifically teaches that this third database and the other databases accessed

by the transaction program are external databases. Column 3, line 67. Furthermore, claim 19 specifically recites that the server hosts the database of product identifiers and corresponding import/export transaction information. Since such a server in accordance with the Examiner's interpretation is the third database, it cannot be that the server in claim 19 reads on the website of column 3, lines 41-44, since this server, under the Examiner's interpretation, would have to be containing the third database, which under the *Pool* disclosure is a database that is external to the server running to international transaction program. Therefore, Applicants' server in claim 19 does not read on the website of column 3, lines 41-44. In fact, the Examiner admits in the rejection that the first computer recited in claim 19 is the computer that operates the international transaction system. This is the computer described in column 3, lines 41-44.

Further, the Examiner has asserted that Applicants' second computer reads on the customer's computer in *Pool*. Applicants respectfully disagree, since there is no disclosure within *Pool* that the customer's computer described in *Pool* is operable for accessing the data record over the Internet wherein the data record includes the import/export transaction information corresponding to the at least one product identifier.

Yet still further, claim 19 recites a program operable for matching the at least one product identifier with a product identifier contained in the database of product identifiers. There is no disclosure within *Pool* of a program that performs such a matching process. All that is disclosed in the last paragraph of column 6 is a manual lookup by the customer accessing the third database. There is no disclosure or any suggestion of a program for performing such a matching process.

Claim 22 recites that the data record is transformed into a customs report for transmittal to a customs entity. The language cited by the Examiner in column 10, lines 22-37 of *Pool* does not disclose such a claim limitation. This language teaches that a title or commercial invoice is created once electronic funds are transferred to a vendor

from a local clearinghouse, wherein the vendor will utilize a connection to the transaction system to generate such an electronic title or commercial invoice. This language does not teach or disclose that such a commercial invoice includes import/export transaction information corresponding to the at least one product identifier.

With respect to the rejection of claims 27-28, the Examiner has asserted that one should see column 5, lines 2-58. No language within column 5 teaches that the product identifier is unique to a particular company. Nor is there any language within column 5 or anywhere else in *Pool* that the import/export transaction is associated with a particular company. Yet still further, nowhere within *Pool* is it taught or disclosed that the database of product identifiers and tariff classification information is customized on a per customer basis to ensure that the matching of the product identifiers with the tariff classification numbers is in compliance with local customs regulations. Yet still further, the Examiner has failed to specifically address these claim limitations and has thus failed to prove a *prima facie* case of anticipation.

Claim 23 is patentable for the same reasons as given above with respect to claims 8 and 17.

Claim 30 is patentable over *Pool* for reasons given above with respect to claim 1. To repeat, claim 30 recites that the matching step results in the tariff classification information being assigned to the product identifier included in the invoice data. Since the Examiner has equated the product identifier with a commodity code, using such an interpretation, claim 30 would recite that the matching step results in the commodity code being assigned to the commodity code included in the invoice data. Since this is not logical, it is clear that *Pool* does not teach claim 30.

With respect to claim 31, the same arguments given above with respect to claim 8 are also applicable. Furthermore, the Examiner has not in any way addressed the language within claim 31 that states that the modifying step is performed "to ensure an

accuracy of associations between the product identifiers and corresponding tariff classification information." For this reason alone, Applicants respectfully assert that the Examiner has failed to prove a *prima facie* case of anticipation in rejecting claim 31. Yet still further, there is no teaching or disclosure within *Pool* that the third database can be modified to ensure an accuracy of associations between the product identifiers and corresponding tariff classification information.

Claim 32 is also not anticipated by *Pool* under the Examiner's interpretation, since the invoice data inputted does not already include a commodity code as taught by *Pool*, since the third database is being accessed to arrive at the commodity code. Therefore, it does not make sense under the Examiner's interpretation for invoice data, which is transferred from the first terminal to the database, to list each product identified with a product identifier.

With respect to claim 38, *Pool* does not teach wherein the database of product identifiers and tariff classification information is customized on a per customer basis to ensure that the matching of the product identifiers with the tariff classification numbers is in compliance with local customs regulations. Such compliance is nowhere to be found anywhere within *Pool*.

Claim 39 specifically recites that at least one product identifier is <u>unique to a particular company</u>. The Examiner has not in any way addressed this claim limitation. For this reason alone, the Examiner has failed to prove a *prima facie* case of anticipation in rejecting claim 39. Furthermore, the commodity code disclosed in *Pool* is not unique to a particular company. Therefore, claim 39 is not anticipated. Again, the Examiner is respectfully reminded that the Examiner's rejection relies upon the Examiner interpreting the commodity code as equivalent to the product identifier recited within the claims.

With respect to claim 42, it is impossible for *Pool* to anticipate the limitations recited in claim 42, since under the Examiner's interpretation that the commodity code

is the same as the product identifier, in *Pool* if there was a matching process, essentially the commodity code would be assigned to the commodity code, which does not make any sense. That is because in *Pool*, a product type is used to manually look up a commodity code, wherein the product type is provided over the network connection to the third database. In the present invention, the product identifier is sent over a network connection where the matching program assigns import/export transaction information to the product identifier. There is no matching program disclosed in Pool.

Claim 43 is patentable over the cited prior art for the same reasons as given above with respect to claim 31. Furthermore, the Examiner has not in any way addressed the limitation that a program is operable for modifying the database to ensure legal compliance of associations between the product identifiers and corresponding import/export transaction information. Yet still further, nowhere within *Pool* is such a limitation taught or disclosed.

Claim 52 is patentable over the cited prior art for reasons similarly as given above with respect to claim 43. Furthermore, the Examiner has not in any way specifically addressed this claim limitation.

Claim 55 is patentable over the cited prior art for reasons similarly as given above with respect to claim 52. Furthermore, the Examiner has not in any way specifically addressed this claim limitation.

Claim 44 is not anticipated by *Pool*, since the Examiner has interpreted the product identifier recited in the claims as being the same as the commodity code. As a result, under the Examiner's interpretation, if the invoice data was sent over to the third database, it would naturally not have the commodity code, since that is what is retrieved from the third database. As a result, it is impossible for *Pool* to teach that the invoice data list products to be imported/exported, and each product is identified with a product

identifier, since the invoice data, under the Examiner's interpretation, does not yet have the commodity code, since that is retrieved from the third database at a later time.

Claim 8 recites the updating of the database from a third terminal. The Examiner has merely asserted that such a step would be considered inherent. Applicants respectfully traverse this assertion. The fact that a certain result or characteristic <u>may</u> occur or be present in the prior art is not sufficient to establish the inherency of that result or characteristic. MPEP § 2112. In relying upon the theory of inherency, the Examiner <u>must</u> provide a basis in fact and/or technical reasoning to reasonably support the determination that the allegedly inherent characteristic <u>necessarily</u> flows from the teachings of the applied prior art. *Id.*

Furthermore, under the Examiner's interpretation of claim 1, the database would have to be the third database referred to in the last paragraph of column 6 of *Pool*. Since this database contains lookup tables of the harmonized international tariff tables and classification system, and since such a database would be static and not updateable, *Pool* cannot teach claim 8.

With respect to claim 17, the foregoing arguments with respect to claim 8 are also applicable. Furthermore, Applicants respectfully assert that the Examiner must interpret claim 17 under *In re Donaldson*. MPEP § 2181.

Claim 23 is patentable over the cited prior art for the same reasons as given above with respect to claim 8. Further, *Pool* does not teach a program for updating the third database.

With respect to claim 26, this claim recites additional limitations, which the Examiner has not in any way specifically addressed. For this reason alone, Applicants respectfully assert that the Examiner has failed to prove a *prima facie* case of anticipation in rejecting claim 26. Furthermore, the arguments given above with respect to claim 8 are also applicable with respect to claim 26. Furthermore, there is no teaching within

Pool that establishes a third web page, accessible by a third user at a third terminal coupled to the Internet using a web browser, that permits the third user to update the product identifiers and corresponding tariff classifications in the third database. In fact, the third database disclosed in *Pool* is not accessible to a user over the Internet using a web browser so that such a user could change the commodity codes stated therein.

With respect to claim 53, the Examiner has not in any way addressed the step of "facilitating passage of the products through the country's customs office using the master report created as a result of the comparing step trade." For this reason alone, the Examiner has failed to prove a *prima facie* case of anticipation. Additionally, nowhere within *Pool* is this step taught or disclosed. All that is disclosed in columns 11 and 12 is that the electronic title or commercial invoice can be in electronic format and transmitted along with a packing list to a customs department. This is not the same as creating a master report using the customs enter report where the product numbers and the invoice are each assigned a harmonized tariff number. In rejecting claim 53, the Examiner has merely asserted that the steps of claim 53 read on the purpose of the system of *Pool*. This is not a proper rejection, since it does not in any way cite specific objective language within *Pool* that teaches these claim limitations.

Claim 55 recites maintaining compliance of the database with current tariff regulations. *Pool* does not in any way teach such a step.

Claims 56-59 are patentable for the same reasons as given above with respect to claims 51 and 53.

Claim 61 is patentable over the cited prior art for similar reasons as given above with respect to claims 1, 19, 24, 53 and 56.

Claim 62 is patentable over the cited prior art for the same reasons as given above with respect to claims 1, 19, 24, 53, 56, 27, 36, 39, 46 and 51.

IV.   REJECTION UNDER 35 U.S.C. § 103

Claims 2-3, 5, 11-12, 14, 21, 24-26, 35-37, 46-50, 54 and 60 stand rejected under 35 U.S.C. § 103 as being unpatentable over *Pool*. The Examiner has asserted that although *Pool* does not specifically teach emailing/downloading the data record, *Pool* does disclose electronically processing the data record between the different interested parties. The problem with such an assertion is that the Examiner has not identified what is the supposed data record in *Pool*, which corresponds to the data record specifically recited within the claims, wherein the claims recite that the data record includes tariff classification information associated with a product identifier identifying the product. Thus, Applicants respectfully assert that the Examiner has failed to prove a *prima facie* case of obviousness that *Pool* suggests outputting the data record which includes either emailing or downloading such a data record to a second terminal coupled to the network. Yet still further, there is absolutely no disclosure within *Pool* that a data record is downloaded in response to access of the data record in the server by a second terminal using a web browser. In fact, the Examiner has completely failed to address this claim limitation, and thus this alone is sufficient to assert by Applicants that the Examiner has failed to prove a *prima facie* case of obviousness.

With respect to claims 2, 3, 11 and 12, the Examiner has asserted that it would have been obvious, if not inherent to *Pool*, to one of ordinary skill in the art at the time of the invention for the transaction system of *Pool* to e-mail or download the record as this is an old and well-known technique for electronically transferring information. Applicants respectfully traverse this rejection. The Examiner has not supported this rejection with objective evidence. Furthermore, Applicants traverse this inherency argument, and thus require the Examiner to adhere to MPEP § 2112.

With respect to claims 11 and 12, the Examiner is respectfully reminded to interpret these claims under *In re Donaldson*. MPEP § 2181.

Claims 14 and 21 are patentable for the same reasons as given above with respect to claim 5.

The Examiner has asserted that it would have been obvious, if not inherent, for the vender of *Pool* to access the system via a website as it is not uncommon for many websites to have areas of the site sectioned off according to the information contained therein, such as when there are icons indicating "wholesalers" and "retailers," as *Pool* teaches that the system is accessible by a website. Applicants respectfully traverse this assertion by the Examiner, since the Examiner has failed to support this obviousness determination with any objective evidence. Furthermore, Applicants traverse the inherency argument by the Examiner, and require the Examiner to adhere to the requirements of MPEP § 2112.

With respect to claims 24 and 25, the Examiner has asserted that the third programming steps read on the second user of the third database. This is not possible. The third programming steps recited in claim 24 are programming steps within a computer program product adaptable for storage on a computer readable medium. A user, or person, is not adaptable for storage on a computer readable medium.

Claims 24 and 25 are patentable under the same reasoning as given above with respect to claim 19.

With respect to claim 54, it is insufficient for the Examiner to make a blanket assertion that it is obvious that the step of inputting further comprises scanning in a paper invoice at the first terminal, wherein the paper invoice contains the invoice data. All obviousness rejections must be supported with objective evidence and not merely the Examiner's unsupported opinion.

Likewise, with respect to claim 35, the Examiner cannot merely reject this claim by solely asserting that it is obvious without any objective support. The Examiner has failed to prove a *prima facie* case of obviousness in rejecting claim 35.

With respect to claims 37 and 60, again Applicants respectfully assert that the Examiner cannot make a blanket unsupported assertion that displaying in a harmonized tariff schedule in a split screen during the matching step is obvious. Furthermore, it is not inherent, and the Examiner is respectfully reminded to refer to MPEP §2112. Without objective support for the Examiner's assertions, the Examiner has failed to prove a *prima facie* case of obviousness in rejecting these claims.

III.   CONCLUSION

As a result of the foregoing, it is asserted by Applicants that the remaining Claims in the Application are in condition for allowance, and respectfully request an early allowance of such Claims.

Applicants respectfully request that the Examiner call Applicants' attorney at the below listed number if the Examiner believes that such a discussion would be helpful in resolving any remaining problems.

Respectfully submitted,

WINSTEAD SECHREST & MINICK P.C.

Attorneys for Applicant

By:_____
Kelly K. Kordzik
Reg. No. 36,571

P.O. Box 50784
1201 Main Street
Dallas, Texas 75250-0784
(512) 370-2851